



Multiple Listing Service, Inc.
12300 W. Center St
Milwaukee, WI 53222
admin@metromls.com
P:414-778-5400 F:414-778-6143

Date of Application _____

I, _____, am an active Broker or Appraiser in good standing with the Wisconsin Department of Safety and Professional Services AND hereby make application for participation in Multiple Listing Service, Inc. I understand that I am liable for all costs, charges and expenses charged to, incurred by or made on behalf of the MLS membership for which this application is made.

I affirm that I am actively engaged in the listing and/or selling of real property or am a licensed or certified appraiser.

I acknowledge receipt of MLS Rules and Regulations and agree to abide by MLS Bylaws, Rules and Regulations and the REALTOR® Code of Ethics or the MLS's Code of Conduct if I am not affiliated with an Association. Tendered herewith is the full amount of the admission fee of four hundred dollars (\$400.00). I understand that the MLS service may be terminated or suspended in the event of violation of any MLS Bylaw or Rule or failure to pay any amount when due to MLS. I understand that there will be a Twenty dollar (\$20.00) late payment fee, per month, for all accounts past due. I further understand that it is my sole obligation to keep confidential any passwords assigned to my membership and that I am liable for any costs, charges and/or expenses incurred through my membership passwords.

I agree to use the MLS registered mark only as authorized while a member in good standing, and agree that I relinquish the right to use the same upon becoming a non-member either by non-payment of invoices tendered or otherwise. I understand that I am liable for attorney fees, court cost, etc. for enforcing this provision (to protect the MLS registered marks of the Multiple Listing Service, Inc. or the National Association of Realtors, if applicable) and/or enforcing any MLS rule, bylaw and/or for collecting any funds due MLS.

I acknowledge that a monthly agent fee shall be assessed to each individual in my office who holds a real estate license or is a licensed or certified appraiser (MLS Rules Section 6.0 (B)). I also understand that I shall be responsible for payment of said fees. I understand release of MLS information to unauthorized individuals can result in liquidated damages and/or termination of my MLS services and membership. I agree to notify the MLS and my Board of REALTORS® (if applicable) immediately of any changes/additions/deletions.

In consideration of the licenses below, I hereby irrevocably assign to the MLS all right, title and interest, including all rights under U.S. and international copyright law, in the text and photos that I submit to the MLS (the "Contribution"); I warrant that I have the authority to make this assignment. I further warrant that (i) the Contribution does not infringe on the copyright or other intellectual property rights of any third party; and (ii) I have the written consent of any party necessary to provide the Contribution to the MLS. I will indemnify the MLS against all costs arising from a claim that the Contribution infringes the intellectual property rights of any other part.

Subject to the MLS Rules and Regulations (the "Rules"), the MLS hereby grants to me a non-exclusive, perpetual, world-wide, transferable, royalty-free, unlimited license to reproduce, prepare derivative works of, distribute, display, perform and license the Contribution. The MLS retains title to the Contribution. The MLS also hereby grants me a personal, non-exclusive, non-transferable, and royalty-free license to use the MLS database (excluding the Contribution) only to the extent expressly permitted by the Rules and only to deliver real estate brokerage or appraisal services to my bonafide customers; this license terminates upon the termination of my participation in the MLS.

All uses of the MLS database (excluding the Contribution) not expressly authorized in the Rules are prohibited, including (a) assigning, timesharing, selling, leasing, lending or renting the database or access to the database; (b) causing or permitting the reverse engineering, reformatting, recasting, disassembly or decompilation of the database; and (c) disclosing, demonstrating and displaying the database to anyone except bona fide prospective home buyers and sellers.

Are you currently a member of another MLS? Yes No

If yes, which MLS are you currently a member of: _____

Are all agents in the office joining Metro MLS? Yes No

If no, please fill out the MLS Waiver under the Membership Forms section at MetroMLS.com/forms

Office Name: _____ Office Code met. _____ (MLS Use Only)

Include ALL Secondary Association Membership (if applicable): _____

Broker/Appraiser Name: _____ Member Code: met. _____ (MLS use Only)

Signature: _____ NRDS ID: _____ (Provided by NAR)

Office License #: _____-91 Broker/Appraiser License # _____

Email Address: _____ Web Address: _____

Primary Phone #: _____ Check one: Cell Office Home

Fax #: _____ or N/A

Office Address

Home Address

Mailing Address (for invoice if different than office)

You will receive an email from Metro MLS within 24 hours after submitting application with your login credentials. If you do not receive it, check your junk email or call the membership department: 414-778-5400 ext.2

MLS office use only

Invoice DR Membership Fee \$400 Monthly fee \$92 Other \$ _____

Entered in Flex Emailed member Waiver Form

Code of Conduct: Appendix A

Metro MLS



Adopted

Members of Metro MLS agree to abide by the Code of Conduct outlined in this document for the betterment of their Customers, Clients, and Agents participating in the MLS along with following State Statute 452.

Code of Conduct 1: Duties to Clients, Customers and other Participants/Subscribers

Participant's agree to treat all Buyers, Sellers, and other Agents, regardless of Agency Relationships, with Fairness, not putting the needs/wants of the Participant ahead of those involved in the transaction.

CoC 1-1

The term "client" shall refer to those with which the member has a defined agency relationship with. The term "customer" shall refer to those with which the member does not have a defined agency relationship with. The term "Participant" shall refer to the Offices Managing Broker of Record. The term "Subscriber" shall refer to all other Agents who are not otherwise indicated as being the Managing Broker of Record.

CoC 1-2

Agents may only represent the buyer/tenant and seller/landlord in a single transaction with the approval of both parties.

CoC 1-3

All offers and counteroffers submitted on a listed property shall be presented to the seller/landlord in a timely and objective manner until a listing is changed to Pending Status in the system.

CoC 1-4

Agents agree to preserve confidential information pursuant to the laws governing their Real Estate License.

CoC 1-5

As a term of MLS Membership, agents must advise all Clients and Customers as to the following:

- Policies regarding the need to cooperate with ALL Participants and Subscribers to the MLS.
- Participants and Subscribers shall disclose the existence of all accepted offers in accordance with MLS Policy.

CoC 1-6

Agents shall not permit access to listed property except under the conditions authorized by the Seller.

Code of Conduct 2: Representations

Agents shall represent the listed property in an accurate and truthful method, including the disclosure of Adverse Facts.

Code of Conduct 3: Cooperation with Other Agents

Members of the MLS agree to cooperate with other members of the MLS and WIREX in the showing and offers submitted on real property.

CoC 3-1

All Participants and Subscribers of the MLS Service may not refuse Cooperation with another agent based upon that agent being part of a protected class.

Code of Conduct 4: Agents Acquiring Interest in a Property

Agents seeking to acquire Real Property for themselves, shall disclose their Real Estate Licensure on the offer to purchase in accordance with their State Statute.

Code of Conduct 5: Duties to the Public

Agents Shall Not discriminate against any person on the basic of being a member of a protected class under the law.

CoC 5-1

All remarks published within the MLS shall take into consideration Fair Housing guidelines.

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Code of Conduct 6: Real Estate Advertising/Communication

CoC 6-1

Agents shall be honest and truthful in all of their communications regarding listings located within the MLS Compellation.

- Properties for sale/lease shall not be advertised without authority and without a valid listing agreement in place that the term of contract has begun (State Statute 452.136)
- Agents may only claim to have “sold” the property if they participated in the transaction, and only the Listing Company may place a sold sign on the property unless permission is obtained from the Listing Broker.

Code of Conduct 7: Additional Duties to Other MLS Participants/Agents

Agent’s agree to follow the guidelines found in this Code of Conduct in the practice of their business.

CoC 7-1

Participants/Subscribers shall not file false or unfounded “violations’ of this Code of Conduct.

CoC 7-2

Participants/Subscribers shall not make false or misleading statement regarding their peers or Real Estate Companies whether through print, verbally, or business practices.

CoC 7-3

MLS Members Shall Not solicit the Sellers of Listed Properties of listings entered into the MLS system for the Real Estate Listing Services.

CoC 7-4

Agents shall not utilize the Offer to Purchase to request adjustments to any offer of compensation being offered through the MLS Listing.

Code of Conduct 8: Resolution of Disputes between Brokers

CoC 8-1

Disputes arising from perceived violations of this MLS Code of Conduct shall be filed with the MLS and heard by a Board comprised of Real Estate Professions.

CoC 8-2

Disputes arising over procuring cause shall be filed with the MLS and heard by a Board comprised of Real Estate Professionals.